

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is effective this 28<sup>th</sup> day of February, 2014 by and among ANADARKO E&P ONSHORE LLC ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee") and KERR-McGEE GATHERING LLC ("KMGG"), both with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202 and RANCHVIEW INVESTMENTS CO., LLC and Dacono Capital, LLC ("Ranchview", "Dacono", or "Surface Owner"), with an address of 8065 Brandon Drive, Littleton, Colorado 80125. The Anadarko Entities and Kerr-McGee are referred to hereinafter individually or collectively as "Oil Company" or the "Oil Companies." The Oil Companies and Surface Owners are sometimes hereinafter referred to separately or collectively as a "Party" or the "Parties."

A. Ranchview and Dacono own the surface estate of approximately 93 acres located in Weld County, Colorado, generally described as a portion of the south half of Section 14, Township 1 North, Range 68 West, which is more specifically described in the attached **Exhibit 1** and referred to hereinafter as the "**Property**."

B. Ranchview and Dacono derived their title to the Property under that certain Deed Without Warranty from Union Pacific Land Resources Corporation to Oxford Development, LLC dated June 16, 1994, recorded on June 22, 1994 in Book 1447 at Reception No. 02394455.

C. Ranchview intends to develop the surface of the Property for industrial and commercial uses, and Ranchview has applied to the City of Dacono ("**City**") for the approval of a subdivision application for the Ranchview Property for such purposes.

D. The Anadarko Entities own all of the oil, gas and associated hydrocarbons that underlie the Property, and Anadarko Land and Rock Springs Royalty Company LLC ("**RSRC**"), an affiliate of Anadarko Land, own the minerals exclusive of oil, gas and associated hydrocarbons under the Property.

E. Kerr-McGee owns certain oil and gas leasehold interests in the Property one producing oil and/or gas well on the Property identified as the UPRR 43 Pan Am "U" #1 located generally in the center of the SW/4 and referred to hereinafter as the "**Existing Well**" with an associated "**Existing Production Facility**," and KMGG owns and operates the associated "**Existing Gathering Line**," all as depicted on **Exhibit 2**.

F. KMGG is an affiliate of the Anadarko Entities and Kerr-McGee and signs this Agreement only in its capacity as the entity which gathers and transports or may gather and transport oil, gas, petroleum products, water, hydrocarbons and any other substances and any

products, derivatives, combinations or mixtures of any of the foregoing (altogether the “**Products**”) produced or transported from the Property and other lands.

G. The Parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they shall comply with respect to the development of the two estates.

H. This Agreement is limited to the compatible development of the surface estate and the oil and gas estate for the Property; it does not in any respect apply to the minerals other than the oil, gas and associated hydrocarbons owned by Anadarko Land and RSRC in the Property, which are the subject of a separate agreement among Anadarko Land, RSRC and Surface Owners.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the Parties agree as follows:

1. Existing Oil and Gas Operations Area.
  - a. *Existing Well Location and Operations Area:* Except as set forth in this Section 1, the oil and gas operations area as shown on Exhibit 2 for the Existing Well shall remain unchanged. The Parties agree that upon plugging and abandonment of the Existing Well, use of the land within a 150 foot radius around the existing well will be restricted such that no permanent structures or habitable structures will be placed thereon. The 150’ setback shall remain in place as an oil and gas operations area. Surface Owner shall have the right to use or occupy the oil and gas operations area, except for water containment facilities, structures, paved areas, or other uses that unreasonably interfere with Oil Companies’ ability to re-enter or re-work the plugged well.
  - b. *Existing Production Facilities:* The existing production facility for the Existing Well, which includes a tank battery and associated appurtenances, shall be moved to the area defined on Exhibit 2 as the Production Facility and the areas shall be reclaimed by Oil Companies to the Colorado Oil and Gas Conservation Commission (“COGCC”) standards existing at the time of reclamation.
2. Future Oil and Gas Operations Areas.
  - a. *Initial Operations Area:* The Oil Companies shall have the right to conduct operations to drill and complete three initial oil and gas wells within the 9.05 acres designated as the “**Oil and Gas Operations Area**” identified on Exhibit 2. The wells shall be located as nearly as practical to locations depicted on Exhibit 2 and shall not be located in a manner that would expand the setback area depicted thereon.

- b. *Permanent Operations Area:* Upon the drilling and completion of the first three wells located within the Oil and Gas Operations Area or on July 1, 2015, whichever is earlier, the Oil Companies' drilling and operation shall be reduced to the 6.34 acre "**Permanent Oil and Gas Operations**" area depicted on Exhibit 2 which may be used in conjunction with the "**Ancillary Operations Area**", to drill three additional wells or deepen, recompleat or twin any well that is drilled or has been drilled.
  - c. *Structure Free Area:* Surface Owner shall not have the right to use or occupy the permanent Oil and Gas Operations Area. Notwithstanding the foregoing, Surface Owner shall have the right to use 1.18 acres of the permanent Oil and Gas Operations Area, as depicted on Exhibit 2, for parking, storage, or other purposes but not for structures. Surface Owner may improve and use the 1.18 acre Structure Free Area at its sole cost and risk. In the event the Oil Companies' future development of wells on the Permanent Oil and Gas Operations Area, including but not limited to the drilling and completion of future wells or deepening, completion or recompleat of existing wells, requires the Structure Free Area to be temporarily occupied or damaged, such use or damages shall be at the sole risk, cost and liability of Surface Owner, and Surface Owner shall indemnify the Oil Companies and KMGG from the same.
  - d. *Access to Oil and Gas Operations Area:* For the purpose of egress and ingress to the Oil and Gas Operations Area set forth in this Section 2 (both the Initial and Permanent Oil & Gas Operations Areas), Surface Owner hereby grants to Oil Companies and KMGG a permanent 20' easement and right-of-way as depicted on Exhibit 2 for access to the Oil and Gas Operations Area. Surface Owner may replace such access easement at its sole cost with another access easement subject to the approval of Oil Companies, which approval shall not be unreasonably withheld.
3. Ancillary Oil & Gas Operations Area / Production Facility.
- a. *Ancillary Oil & Gas Operations Area:* For the purposes of constructing tank battery and associated facilities for the Existing Well and future wells, and conducting other oil and gas operations in support of wells located within the Permanent Oil and Gas Operations Area set forth in Section 2, the Parties agree to the creation of the Ancillary Oil & Gas Operations Area depicted on Exhibit 2. Surface Owner may use the Ancillary Oil & Gas Operations Area shown on Exhibit 2 for temporary storage when such area is not used by Oil Companies. Surface Owner shall provide Oil Companies with 30-day advance notice of its intent to use or occupy the Ancillary Oil & Gas Operations Area.
  - b. *Production Facility:* The Oil Companies and KMGG shall locate its tank batteries and related production equipment used to collect, separate and

transport produced hydrocarbons from the Existing Well and any future wells drilled from the Oil & Gas Operations Area within the area designated “**Production Facility**” depicted on Exhibit 2, and shall have the right to locate, build, repair, replace and maintain tanks, separators, dehydrators, compressors, electric lines, power poles, transformers, temporary above-ground pipelines and all other associated oil and gas drilling and production equipment and facilities within the Production Facility. The Oil Companies may locate within the Permanent Oil & Gas Operations Area any wellhead equipment, pumps, lifting units, valves, meters, etc., necessary for the operation of the oil and gas wells.

4. Exclusive Use. Except as otherwise specifically provided in subsection 2.a-d and otherwise limited by this Agreement, the oil and gas operations areas set forth in Sections 1-3 shall be made available to the Oil Companies and KMGG for their exclusive use in their present condition for oil and gas operations to be conducted by them, including, but are not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing, re-fracturing, twinning, and the drilling of replacement wells and the location of flowlines, electric lines, portions of pipelines, and associated oil and gas production and drilling equipment and facilities. Unless expanded by purchase, acquisition, assignment from Surface Owner or a successor, or further negotiation with Surface Owner or a successor, the Oil Companies’ right to use or occupy the Property, except for emergency situations, shall be limited to rights and easements specified herein. Nothing in this Agreement shall prohibit Oil Companies from obtaining additional rights from Surface Owner or a successor-in-interest.

5. Easements and Right of Ways.

- a. *Easement and Right-of-Way for Egress and Ingress to the Existing Well, Production Facilities, and Ancillary Oil & Gas Operations Area:* Surface Owner hereby grants to the Oil Companies and KMGG a permanent 20’ easement and right-of-way as depicted on Exhibit 2 for the purposes of egress and ingress to the Existing Well, Production Facility, and Ancillary Oil & Gas Operations Area for the purpose of conducting any and all oil and gas operations within the same and accessing the 40’ flowline easement and 10’ electrical easement set forth herein. Surface Owner may replace such permanent 20’ easement and right-of-way at its sole cost with another permanent 20’ easement and right-of-way with a road thereon built to the same standards as the road on the existing easement. The replacement easement and right-of-way will be subject to the approval of Oil Companies, which approval shall not be unreasonably withheld. Once the replacement easement and right-of-way is approved by Oil Companies and the replacement road is built, Oil Companies shall vacate the existing easement and right-of-way and quitclaim all rights therein to Surface Owner.
- b. *Non-exclusive Pipeline Easement – Production Facility:* Surface Owner hereby grants to the Oil Companies and KMGG a 50’ pipeline easement and

right-of-way as depicted on Exhibit 2 for the purpose of constructing, maintaining, repairing, replacing and operating pipelines from the Production Facility and appurtenant facilities and equipment. The pipeline easement shall be 70 feet in width during construction and 50 feet in width thereafter.

- c. *Electrical Easement – Existing Well, Production Facilities, and Permanent Oil & Gas Operations Area:* Surface Owner hereby grants to the Oil Companies and KMGG a 10' electrical easement and right-of-way as depicted on Exhibit 2 for the purpose of constructing, maintaining, repairing, replacing and operating buried electrical power lines to the Existing Well, Production Facility and Ancillary Oil & Gas Operations Area.
- d. *Flowline Easement – Oil & Gas Operations Area to Production Area:* Surface Owner hereby grants to the Oil Companies and KMGG a 40' flowline easement and right-of-way as depicted on Exhibit 2 for the purpose of constructing, maintaining, repairing, replacing and operating flowlines and appurtenant below ground facilities and egress and ingress to access the same. The easement shall be 50' in width during construction and 40' in width thereafter. To the extent feasible, it shall overlap the existing parallel easement. The form of easement is attached as Exhibit 4.
- e. *Electrical Easement – Oil & Gas Operations Area to Production Area:* Surface Owner hereby grants to the Oil Companies and KMGG a 10' electrical easement and right-of-way as depicted on Exhibit 2 for the purpose of constructing, maintaining, repairing, replacing and operating buried electrical power lines from the Oil & Gas Operations Area to the Production Facility and egress and ingress to access the same.
- f. *Temporary Easement – Ancillary Oil & Gas Operations to Oil & Gas Operations Area:* Surface Owner hereby grants to the Oil Companies and KMGG an easement and right-of-way overlapping the easement and right-of-way set forth in Section 5.d. for the purpose of constructing, operating, and removing temporary pipelines on the surface of the Property for the purpose of drilling and completing additional oil and gas wells located on the Oil & Gas Operations Area (including but not limited to pipelines designed to carry and transport water and materials used to fracture or frac wells during the completion process) and egress and ingress to access the same.
- g. *Release of Easement –* Oil Companies shall abandon the portion of the 50 foot non-exclusive pipeline easement recorded in the Weld County records at Book 926 at Reception Number 1848117 that is south of the frontage road as shown on Exhibit 2.

6. Surface Improvements. Surface Owners shall not plat any surface property lines or install or construct fences, roadways, trees, bushes or any other permanent or

temporary improvements within the Oil & Gas Operations Areas or Ancillary Oil & Gas Area. Surface Owner may cross pipeline easements with roadways and other utilities provided that such crossing is made at an angle of not less than 60 degrees and not more than 90 degrees and may plant shallow root vegetation and irrigation systems for the same in all but the Permanent Operations Area.. Regarding pipeline and electric easements outside of the permanent operations areas, Surface Owner shall have the right to install and maintain easements that are both adjacent to, and/or within, the pipeline easements for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities that travel along a pipeline easement shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline; and iii) any overhead power lines shall be at least twenty (20) feet above the ground. Surface Owner agrees that it will notify each utility company that, except in case of emergency, Oil Companies must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas. Notwithstanding anything to the contrary in this paragraph 6, Surface Owner shall not unreasonably interfere with the Oil Companies' use of and rights under the easements and right-of-ways granted under this Agreement, and except as may be otherwise provided herein, the oil and gas operations areas shall be for the exclusive use of oil and gas operations and production.

7. Impact Mitigation and Production Facilities.

- a. *Noise and Visual Impacts.* Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires around the Oil and Gas Companies' facilities that are in excess of or in addition to those measures that are required by COGCC regulations, local regulations, or permit requirements; provided, however, Oil Companies shall have reasonable discretion to protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations. Oil Companies shall screen the Operations Areas with screening fence to the height of the facility.
- b. *Oil Companies' Equipment and Facilities:* With respect to equipment and facilities other than flowlines or pipelines:
  - i. The Oil Companies shall install and maintain, at their sole cost and expense, all fences around wells in compliance with COGCC rules and regulations and local rules and regulations in effect at the time the Oil Companies file an application for a permit to drill with the COGCC. The fence material may be upgraded at the option and expense of the applicable Surface Owner, so long as the upgrade complies with COGCC and local rules and regulations and the Oil Companies consent to such upgraded fence. The Oil Companies shall not unreasonably refuse a Surface Owner's request to upgrade the fence material;

- ii. The Oil Companies shall install and maintain, at their sole cost and expense, all gates and locks reasonably necessary for the security of wells or facilities in the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by the Oil Companies;
  - iii. The Oil Companies shall paint production facilities for wells, including wellhead guards, with paint that is an earth tone color. Surface Owner may select the specific color, provided that it is in compliance with COGCC rules and regulations;
  - iv. Surface Owner shall not inhibit access to the Oil and Gas Operations Areas or inhibit oil and gas operations within the Oil and Gas Operations Areas by landscaping or other improvements.
- c. *Construction and Width of Access Roads:*
- i. Access roads or portions of access roads that are jointly used by the Oil Companies and a Surface Owner and which are constructed by a Surface Owner as part of its surface development of the Property shall be twenty (20) feet or more in width, and Surface Owner shall construct or improve all such paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, the Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.
  - ii. Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally twenty (20) feet or more in width, and the Oil Companies shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. Oil Companies shall maintain the roads according to local regulations and shall employ dust mitigation measures. The speed limit on the roads shall be 5 miles per hour.
- d. *Well Lift Equipment:* Oil Companies agree to use their best efforts to install and use hydraulic pumping units, rather than standard rod pumps (also known as pumpjacks or grasshopper pumps), for the operation and production of any additional wells located in the Oil & Gas Operations Area.
- e. *Pits and Oilfield Waste:* No pits shall be constructed or used on the Property. There shall be no oilfield waste disposed of on or under the Property.



8. Pipelines, Flowlines and Pipeline Easements.

- a. *General Guidelines:* Surface Owners acknowledge that they have received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2011) with which Surface Owners agree to comply to the extent not inconsistent with this Agreement and that is attached hereto as **Exhibit 3**.
- b. *Recordable Easements:* The applicable Surface Owner shall grant the pipeline easements reflected on Exhibit 2 to the Oil Companies or, at the request of the Oil Companies, to KMG, at the time the Oil Companies request them and at no cost to them, such pipeline and flowline right-of-way grants to be substantially in the form attached hereto as **Exhibit 4**.
- c. *Paving – Advance Notice:* Surface Owners will provide the Oil Companies with at least ninety (90) days advance written notice before the Surface Owner begins to pave current and future streets and access routes where intrusion upon access routes, flowlines and/or pipeline easements provided for herein may occur, in order to allow the Oil Companies the opportunity to lay new flowlines or pipelines that cross underneath the streets or access routes. If the Surface Owner does not give the notice required herein, the Oil Companies may bore underneath the paved streets and access routes, such costs and expenses for the boring to be paid by the Surface Owner.
- d. Pipelines and flowlines shall be buried as set forth on Exhibit 5 so as to minimize the need for adjusting pipeline depth in the future. If the development plans of Surface Owner requires further pipeline depth adjustment, the Surface Owner will pothole or request that the Oil Companies pothole the pipelines to check the depth of such pipelines. Prior to the Surface Owner's installation of a new roadway, the Oil Companies or KMG will lower, as required, the affected pipelines to sufficient depth for the road elevations. The applicable Surface Owner agrees to pay the Oil Companies or KMG, as applicable, the reasonable cost of inspecting and lowering the pipelines, as well as the reasonable cost of any sub-grade work required to achieve the road construction specifications.
- e. *Pipeline Depths:* The Oil Companies shall bury pipelines to be installed in the future at a depth as specified in Exhibit 5 and Surface Owner may not thereafter change the grade of the pipeline easement or lands adjacent to the pipeline easement without the prior written consent of the Oil Companies, which consent shall not be unreasonably withheld.

9. Relocation and Removal. The pipeline serving the Existing Well shall be relocated at Oil Companies expense out of Lots 1, 2 and 3 as shown on Exhibit 2 by February 1, 2015. The existing pipeline shall be removed at Surface Owner's expense. After removal,



the surface shall be reclaimed by the Surface Owner, except that any environmental contamination from the pipeline shall be remediated by the Oil Companies.

10. Plats and Local Applications. Surface Owners shall identify the oil and gas operations areas, access routes and pipeline and electrical easements in all applications for development they file with a local jurisdiction, and the plats shall include restrictions that no temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the same. Surface Owner shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

11. Withdrawal of Objection. Upon the execution of this Agreement by all applicable Parties, the Oil Companies and KMGG agree to withdraw their objection to the application for development that Ranchview filed with the City for the Ranchview Property and indicate in the letter withdrawing the objection their agreement to relocate or abandon in place, as the case may be, the facilities; provided that, the application for development is otherwise in compliance with this Agreement and to the extent within the proposed final plat, depicts the locations of the oil and gas operations areas, access routes and pipeline and electrical easements reserved and agreed to by the Parties in this Agreement.

12. Waiver of Setback Requirements and Rules and Regulations.

- a. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Each Surface Owner hereby waives all setback requirements in COGCC Rule 603 and COGCC Rule 604, or any successor rule or amendment to the COGCC setback rules (including the high density setback distances and all Exception Zone setbacks), and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement.
- b. Surface Owner further and similarly waives all COGCC and local setback rules and regulations as an offset surface owner that apply to the locations of wells and associated production facilities on lands adjacent to the portion of the Property it owns provided that the setbacks from wells or facilities on adjacent property established by local regulations do not encroach on the Property. However, the Oil Companies will provide notices required by COGCC Rule 305.c.(1) and (2).
- c. Surface Owner understands that the Oil Companies may cite the waivers in this section 12 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

- d. The Parties acknowledge and agree that this Agreement constitutes a surface use agreement pursuant to COGCC Rule 604.b.(3).

13. Governmental Proceedings.

- a. *Surface Owner Will Not Object.* So long as Oil Companies comply with the terms of this Agreement, Surface Owner, with respect to its interests in the Property and as the owner of property adjacent to the parcel of the Property described in Exhibit 1, agrees: i) it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object; ii) it will provide such other written approvals and waivers that are requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well and waives its right to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area that are less than fifty (50) feet apart so long as all such wells are located as specified in this Agreement; and v) it waives its rights to object, request a hearing before the COGCC or that conditions be attached to a COGCC permit to drill pertaining to wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A").
- b. *Oil Companies Will Not Object.* The Oil Companies agree that they will not object in any forum to a request by the applicable Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property to extent such request is consistent with this Agreement and the attached Exhibits.

14. Notices of Hearings. The applicable Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

15. Notice to Purchasers, Tenants and Builders. The applicable Surface Owner shall furnish all buyers of the Property from the Surface Owner and current and future surface lessees with a plat or map showing the locations of the oil and gas operations areas, access routes and pipeline and electrical easements. In addition, the Surface Owner shall provide written notice to all builders, homeowners, homeowners associations and other buyers of the Property from the Surface Owner that:

- a. they are not purchasing and will not own any rights in the oil, gas and mineral estate in and to the Property;
- b. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, Flowline Corridor, pipeline easements and access routes;
- c. there are likely to be additional wells drilled and additional oil and gas production facilities constructed within the Oil and Gas Operations Areas and additional pipelines installed and maintained on the Property;
- d. heavy equipment will be used by the Oil Companies from time to time for oil and gas drilling and production operations and such operations may be conducted on a 24-hour basis; and
- e. homeowner associations and buyers of individual lots or tracts, as successors in interests to the Surface Owner, will be subject to all of the covenants and waivers made by the Surface Owner in this Agreement, including, but not limited to those covenants and waivers: a) prohibiting the location of any temporary or permanent building, structure, or improvement within the Oil and Gas Operation Areas, Flowline Corridor and pipeline easement areas; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property consistent with this Agreement; c) waiving objections to the setback requirements under the rules of the COGCC and any local jurisdiction; d) granting the easements as described in this Agreement; and e) waiving claims pursuant to Section 17.

16. Notice of Future Operations. The Oil Companies shall provide at least thirty (30) days written notice to the Surface Owner prior to commencing actual operations in connection with the reworking, fracturing, deepening or recompletion operation on a well; provided, however, the Oil Companies shall provide at least thirty (30) days written notice to the Surface Owner prior to commencing the drilling of future wells. Regardless of the foregoing notice requirements, the Oil Companies shall have immediate access to their wells, equipment and facilities in the event of an emergency.

17. Drilling and Completion Operations. The Oil Companies shall endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Each Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

18. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owners expressly acknowledge that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with the Surface Owners regarding existing and proposed oil

and gas operations on the Property, including COGCC Rules 305 and 306, as amended. Surface Owners further expressly acknowledge that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil Companies to accommodate the use of the surface of the Property by the Surface Owners, existing and future, and each Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

19. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights, oil and gas interests or oil and gas leasehold interests it owns in the Property.

20. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Areas, except as specifically provided in this Agreement.

21. Successors and Assigns. This Agreement and the covenants in it shall be binding upon the lessees and assignees of lessees and also the personal representatives, heirs, successors and assigns of the parties, and the benefits of this Agreement shall inure to them. This Agreement and all of the covenants in it shall be covenants running with the land.

22. Recording. The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County and provide evidence to Surface Owners of the recording.

23. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without reference to its conflicts of laws provisions.

24. Construction. The Parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

25. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

26. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Anadarko E&P                      Anadarko E&P Onshore LLC  
and Anadarko Land:    c/o Anadarko Petroleum Corporation  
   1099 18<sup>th</sup> Street, Suite 1800  
   Denver, Colorado 80202

Kerr-McGee                      Kerr-McGee Oil & Gas Onshore LP  
and KMG:                      1099 18<sup>th</sup> Street, Suite 1800  
   Denver, Colorado 80202

Ranchview:                      Ranchview Investments Co., LLC  
   8065 Brandon Drive  
   Littleton, Colorado 80125

Joe Knopinski  
DPFG, Inc.  
3279 E. Otero Cir.  
Centennial, CO 80122

Jerry Eckelberger via email  
[eckelberger@comcast.net](mailto:eckelberger@comcast.net)

Michael Miller, Esq.  
Miller & Steiert PC  
1901 W. Littleton Blvd.  
Littleton, CO 80120

Any Party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

27. Incorporation by Reference. Exhibits 1, 2, 3, and 4, are incorporated into this Agreement by this reference.

28. Entire Agreement. This Agreement sets forth the entire understanding among the Parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any Party unless in writing and signed by an authorized representative of each Party.


29. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. Drilling and Spacing Units. The six oil and gas wells allowed for herein may be drilled to produce oil and/or gas from any drilling and spacing unit allowed by the Rules and Regulations of the COGCC, whether or not they include production from the mineral estate covered by the Property.


31. Condemnation. In the event of a condemnation proceeding that will reduce or eliminate the right-of-ways and easements granted herein in such a manner that the Oil Companies or KMGG may not conduct operations on the Property as contemplated by this agreement, the Parties shall amend this Agreement and the Surface Owner shall grant such rights as necessary for the Oil Companies to proceed or continue with oil and gas operations on the Property in a manner consistent with the intent of and rights granted hereunder.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date written above.


ANADARKO E&P ONSHORE LLC

By:   
Name: David H. Bell  
Its: Attorney-in-Fact BP


ANADARKO LAND CORP.

By:   
Name: David H. Bell  
Its: Attorney-in-Fact BP


KERR-McGEE OIL & GAS ONSHORE LP

By:   
Name: David H. Bell  
Its: Attorney-in-Fact BP

RANCHVIEW INVESTMENTS CO., LLC

By:   
Name: Tom Barenberg  
Its: manager

DACONO CAPITAL, LLC



By:   
Name: Tom Barenberg  
Its: manager

KMGG signs this Agreement in its capacity as the entity which does or may in the future gather and transport gas and other Products from wells drilled on the Property and other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the obligations in Sections 1-6. KMGG makes no



representations regarding the locations of pipelines or pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibit 2. Notwithstanding any other provision in this Agreement to the contrary, including the depiction of specific locations for easements for pipelines on Exhibit 2, nothing in this Agreement affects the easements that KMGG currently may have in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By:   
Name: David H. Bell  
Its: Attorney-in-Fact 

**ACKNOWLEDGMENTS**

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of MARCH, 2013, by David H. Bell, as Attorney-in-Fact for ANADARKO E&P ONSHORE LLC.

Witness my hand and official seal.

My Commission expires: 6-22-14

  
Notary Public



STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of MARCH, 2013, by David H. Bell, as Attorney-in-Fact for ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires: 6-22-14

  
Notary Public





STATE OF COLORADO  
City and County of Denver

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day  
MARCH, 2013, by DAVID H. BELL  
Attorney-in-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: 6-22-14

  
Notary Public



STATE OF COLORADO  
City and County of Denver

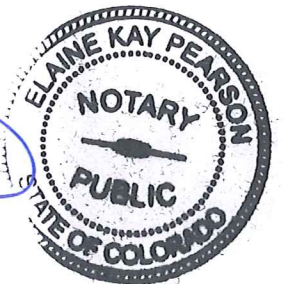
)  
) ss.  
)

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day  
MARCH, 2013, by DAVID H. BELL  
Attorney-in-Fact for KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires: 6-22-14

  
Notary Public



STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day  
MARCH, 2014 2013, by Tom Bernberg  
Manager for RANCHVIEW INVESTMENTS CO., LLC

Witness my hand and official seal.

My Commission expires: 11/26/2015

  
Notary Public

LAVONNE L. BERNHART  
NOTARY PUBLIC, STATE OF COLORADO

of  
as

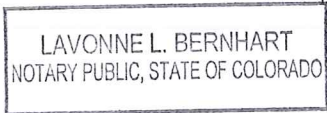
of  
as

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.  
 )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day March, 2014 ~~2013~~, by Tom Barenberg of manager as for DACONO CAPITAL, LLC.

Witness my hand and official seal.

My Commission expires: 11/24/2015  
Lavonne L. Bernhart  
Notary Public



**Exhibit 1**  
**to**  
**Surface Use Agreement**  
**effective February 18, 2014**  
**among Anadarko E&P Onshore LLC, Anadarko Land Corp.,**  
**Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited**  
**purposes described herein) and Ranchview Investments Co., LLC and**  
**Dacono Capital LLC**

**Legal Description of Ranchview Property**

**Township 1 North, Range 68 West**  
**Section 14: S/2 (portions)\***  
**Weld County, Colorado**

**\*Four pages are attached.**

A PORTION OF THE SW 1/4 SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AS DESCRIBED IN SHERIFF'S DEED RECORDED APRIL 27, 2007 AT RECEPTION NO. 3471944 AND RECORDED SEPTEMBER 2, 2008 AT RECEPTION NO. 3575740.

EXCEPT THOSE PARCELS AS SET FORTH IN COLORADO DEPARTMENT OF TRANSPORTATION POSSESSION AND USE AGREEMENT TO BE TAKEN AS ROAD RIGHT OF WAY RECORDED MAY 31, 2001 AT RECEPTION NO. 2853228 AND MAY 31, 2001 AT RECEPTION NO. 2853229 AND JUNE 12, 2001 AT RECEPTION NO. 2856885. RULE AND ORDER RECORDED JUNE 17, 2009 AT RECEPTION NO. 3630742 AND RULE AND ORDER RECORDED MAY 5, 2010 UNDER RECEPTION NO. 3691390.

Said Land also being described as:

A parcel of land located in the southwest quarter (SW 1/4) of Section 14, Township 1 North, Range 68 West of the Sixth (6th) Principal Meridian, County of Weld, State of Colorado, being particularly described as follows: Considering the west line of the southwest quarter (SW 1/4) of said Section 14 as Bearing N00°04'23"W from the southwest corner of said Section 14 to the west quarter corner of said Section 14 and with all bearings contained herein relative thereto:

Commencing at the southwest corner of said Section 14, thence along the West line of the southwest 1/4 of said Section 14, N00°04'23"W, a distance of 1110.95 feet, then N89°53'37"E 100.00 feet to a point on the westerly line of the parcel of land as described in said Book 1479, Reception 24257879, said point also being on the easterly right-of-way line of Interstate 25 as described in Book 1519, Page 241, said point also being the True Point of Beginning of Parcel 406rev2, Reception 30831884 of the Weld County Clerk and Recorder's Office, said point being the POINT OF BEGINNING.

Thence along the easterly line of said parcel number 406rev2 the following four (4) courses:

1. Departing the westerly line of said parcel, S12°21'38"E a distance of 994.89 feet;
2. S80°07'04"E a distance of 158.31 feet;
3. N88°31'25"E being 100 feet northerly of and parallel with the southerly line of the southwest 1/4 of said Section 14, a distance of 343.44;

4. N43°44'27"E, a distance of 141.96 feet, to a point on the westerly line of parcel number 406A rev2 as described in said Reception 30831884.

Thence along the westerly line of said parcel 4086A, rev the following three (3) courses:

1. N01°02'30"W, a distance of 172.04 feet;
2. Along the arc of a curve to the left, said curve having a central angle of 44°49'29", an arc length of 385.69 feet, a radius of 493.00 feet and a chord bearing N23°27'15"W, with a chord distance of 375.93 feet;
3. N45°51'59"W, a distance of 916.79 feet to a point on the easterly line right-of-way line of Interstate 25, as described in Book 1519 Page 241 of the Weld County Clerk and Recorder's Office;

Thence S00°04'23"E along said easterly right-of-way line, a distance of 267.69 feet, to the POINT OF BEGINNING.

The above described parcel of land contains 13.37 acres, more or less.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

1. S78°47'56"E, 127.93 FEET TO A POINT ON A CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,886.98 FEET AND A CENTRAL ANGLE OF 11°44'53" (THE CHORD OF WHICH BEARS S84°40'23"E, 886.23 FEET), 886.91 FEET;
3. N89°27'10"E, 886.11 FEET;
4. CONTINUING ALONG SAID LINE N89°27'10"E, 81.75 FEET TO A POINT ON A CURVE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,839.80 FEET AND A CENTRAL ANGLE OF 54°53'25" (THE CHORD OF WHICH BEARS S63°06'06"E, 1,695.74 FEET), 1,762.37 FEET;
6. S35°39'24"E, 261.65 FEET;
7. CONTINUING ALONG SAID LINE S35°39'24"E, 413.29 FEET TO A POINT OF CURVE;
8. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,902.78 FEET AND A CENTRAL ANGLE OF 10°29'10", 531.25 FEET TO A POINT ON A LINE WHICH IS OFFSET 54.00 FEET WEST OF THE INTERSECTION OF SAID SOUTHERLY UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE AND THE NORTH WELD COUNTY ROAD 8 RIGHT-OF-WAY LINE;

THENCE ALONG SAID LINE SOUTH, 51.62 FEET TO A POINT WHICH IS 30 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE PARALLEL WITH AND 30 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER S88°57'08"W, 734.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3,474,054 SQUARE FEET OR 79.768 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FOR THE PURPOSES OF THIS DESCRIPTION, THE LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 14 BEARS S88°57'30"W (ASSUMED). BOTH CORNERS ARE MONUMENTED WITH 3-1/4" ALUMINUM CAPS STAMPED PLS 13155, 1993.

COUNTY OF WELD, STATE OF COLORADO.

A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2931280 OF THE WELD COUNTY RECORDS, LYING IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE N01°02'38"W, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE PARALLEL WITH AND 30 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 S88°57'30"W, 899.97 FEET TO THE SOUTHEAST CORNER OF PARCEL NO. 411 AS DESCRIBED AT RECEPTION NO. 3630742 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE EASTERLY AND NORTH LINES OF SAID PARCEL NO. 411 THE FOLLOWING TWO (2) COURSES;

1. N49°30'36"E, 110.17 FEET;

2. S88°57'30"W, 567.67 FEET;

THENCE N01°02'30"W, 141.97 FEET;

THENCE S88°57'30"W, 185.87 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL NO. 411A AS DESCRIBED AT RECEPTION NO. 3630742 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE EASTERLY AND NORTH LINES OF SAID PARCEL NO. 411 THE FOLLOWING FOUR (4) COURSES;

1. N00°36'25"W, 128.84 FEET TO A POINT OF CURVE;

2. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 863.00 FEET AND A CENTRAL ANGLE OF 44°49'28", 510.87 FEET;

3. N45°23'54"W, 884.24 FEET TO A POINT ON A CURVE;

4. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 493.00 FEET AND A CENTRAL ANGLE OF 15°59'13" (THE CHORD OF WHICH BEARS N37°28'17"W, 137.11 FEET), 137.66 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 367.00 FEET AND A CENTRAL ANGLE OF 18°12'38" (THE CHORD OF WHICH BEARS N08°32'33"W, 116.15 FEET), 116.85 FEET;

THENCE N00°33'46"E, 222.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD;



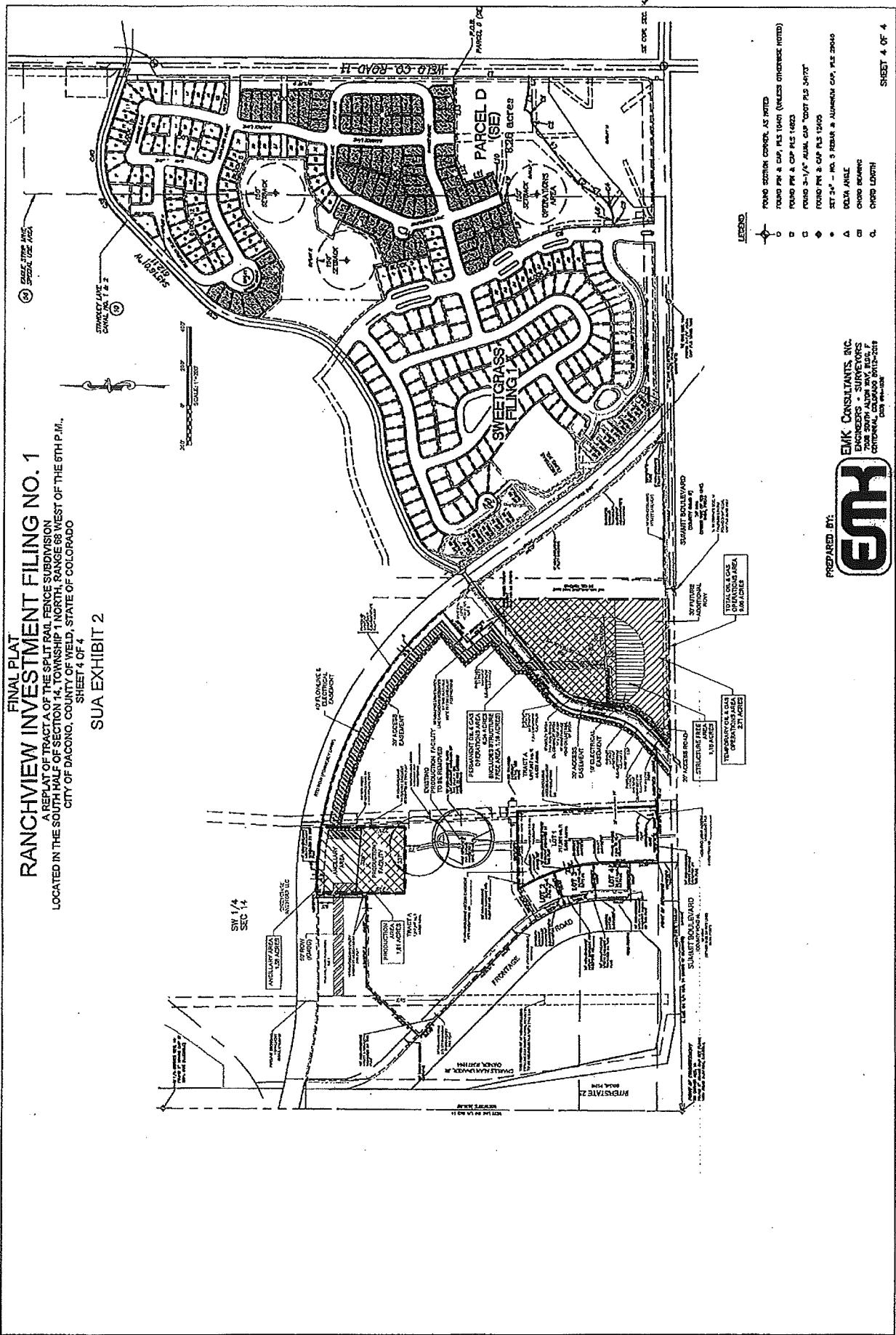
**Exhibit 2**  
**to**  
**Surface Use Agreement**  
**effective February 28, 2014**  
**among Anadarko E&P Onshore LLC, Anadarko Land Corp.,**  
**Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited**  
**purposes described herein) and Ranchview Investments Co., LLC and**  
**Dacono Capital LLC**

**See attached map consisting of one (1) page.**

# FINAL PLAT RANCHVIEW INVESTMENT FILING NO. 1

A REPLAT OF TRACT A OF THE SPLIT RAIL FENCE SUBDIVISION  
LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,  
CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO  
SHEET 4 OF 4

SUA EXHIBIT 2



PREPARED BY:  
**EMK**  
EMK CONSULTANTS, INC.  
1000 20TH AVENUE, SUITE 200  
DENVER, COLORADO 80202-2000  
TEL: 303.733.1100  
FAX: 303.733.1101

**Exhibit 3**  
**to**  
**Surface Use Agreement**  
**effective February 28, 2014**  
**among Anadarko E&P Onshore LLC, Anadarko Land Corp.,**  
**Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited**  
**purposes described herein) and Ranchview Investments Co., LLC and**  
**Dacono Capital LLC**

**Agreement for Relocation of Pipeline and Right-of-Way (two pages).**

## RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this \_\_\_ day of February, 2014, from Ranchview Investments Co., LLC with an address of 8065 Brandon Drive, Littleton, Colorado 80125 ("Grantor"), to Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, and Kerr-McGee Gathering LLC, a Colorado limited liability company, both with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202 (collectively, "Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, right-of-ways and easements to in, on, over, under, or through lands situated in Weld County, State of Colorado, located in a portion of the SW/4 of Section 14, Township 1 North, Range 68 West, being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Right-of-Ways") for the purpose of:

- a) surveying, constructing, maintaining, inspecting, operating, repairing, replacing, modifying, changing the size of, reconstructing, marking, monitoring, abandoning or removing, at Grantee's election, pipelines and all appurtenances, below and/or above ground, including but not limited to, launchers and receivers, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing; the width of the pipeline right-of-ways during construction shall be seventy feet (70') and subsequent to construction shall be fifty feet (50');
- b) surveying, constructing, maintaining, inspecting, operating, repairing, replacing, modifying, reconstructing, marking, monitoring, abandoning or removing, at Grantee's election, electrical transmission or distribution lines and all related appurtenances; the width of the right-of-ways shall be ten feet (10');
- c) surveying, constructing, maintaining, inspecting, operating, repairing, replacing, modifying, reconstructing, marking, monitoring, abandoning or removing, at Grantee's election, access roads; the width of the right-of-ways shall be 20 feet (20').

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant.

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the lands covering the right-of-ways and has full right, power and authority to make this Grant.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and Grantee.

This Grant is made and entered into subject to that certain Surface Use Agreement dated February 11, 2014 by and among Anadarko E&P Onshore LLC, Anadarko Land Corp., Kerr-McGee Oil & Gas Onshore LP, and Kerr-McGee Gathering LLC, Ranchview Investments CO., LLC and Dacono Capital, LLC ("Surface Use Agreement"). The terms, conditions and obligations of the Surface Use Agreement shall not be deemed to be merged into this Grant. It being the intent of this Grant to convey, assign and memorialize those right-of-ways agreed upon and granted in the Surface Use Agreement. To the extent that this Grant conflicts with the Surface Use Agreement, the Surface Use Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantor:

Ranchview Investments Co., LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ for Ranchview Investments Co., LLC.

Witness my hand and official Seal.

**Exhibit 4**  
**to**  
**Surface Use Agreement**  
**effective February 26, 2014**  
**among Anadarko E&P Onshore LLC, Anadarko Land Corp.,**  
**Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited**  
**purposes described herein) and Ranchview Investments Co., LLC and**  
**Dacono Capital LLC**

**See attached Guidelines consisting of four (4) pages.**



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

### **Design**

- KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made before the actual work is to take place.
- The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.
- KMGG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.
- The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.
- Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.
- Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.
- Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.





## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- ♦ Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.
- ♦ The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- ♦ The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.
- ♦ On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- ♦ AC Electrical lines must be installed in conduit and properly insulated.
- ♦ On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.
- ♦ No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.
- ♦ KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

### **Construction**

- ♦ If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.
- ♦ The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- ♦ Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.
- ♦ The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- ♦ The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.
- ♦ The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.
- ♦ Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.
- ♦ Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.
- ♦ Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- ♦ Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.
- ♦ A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor shall not be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.
- ♦ Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.
- ♦ Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- ♦ No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
- ♦ KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.
- ♦ No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.
- ♦ KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- Any contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KMGG personnel shall install all test leads on KMGG facilities.

### **Local Kerr-McGee Gathering LLC Representation:**

Operations Manager

Tim Bates

Phone: (303) 655-4352

Staff Engineer:

Wes Fortik

Phone: (720) 929-6985

Pipeline Foreman:

Wayne Knight

Phone: (303) 655-4329

### **Emergency Contacts:**

On call integrated operation center

Phone: (970) 506-5980

One Call Emergency

Phone: 811

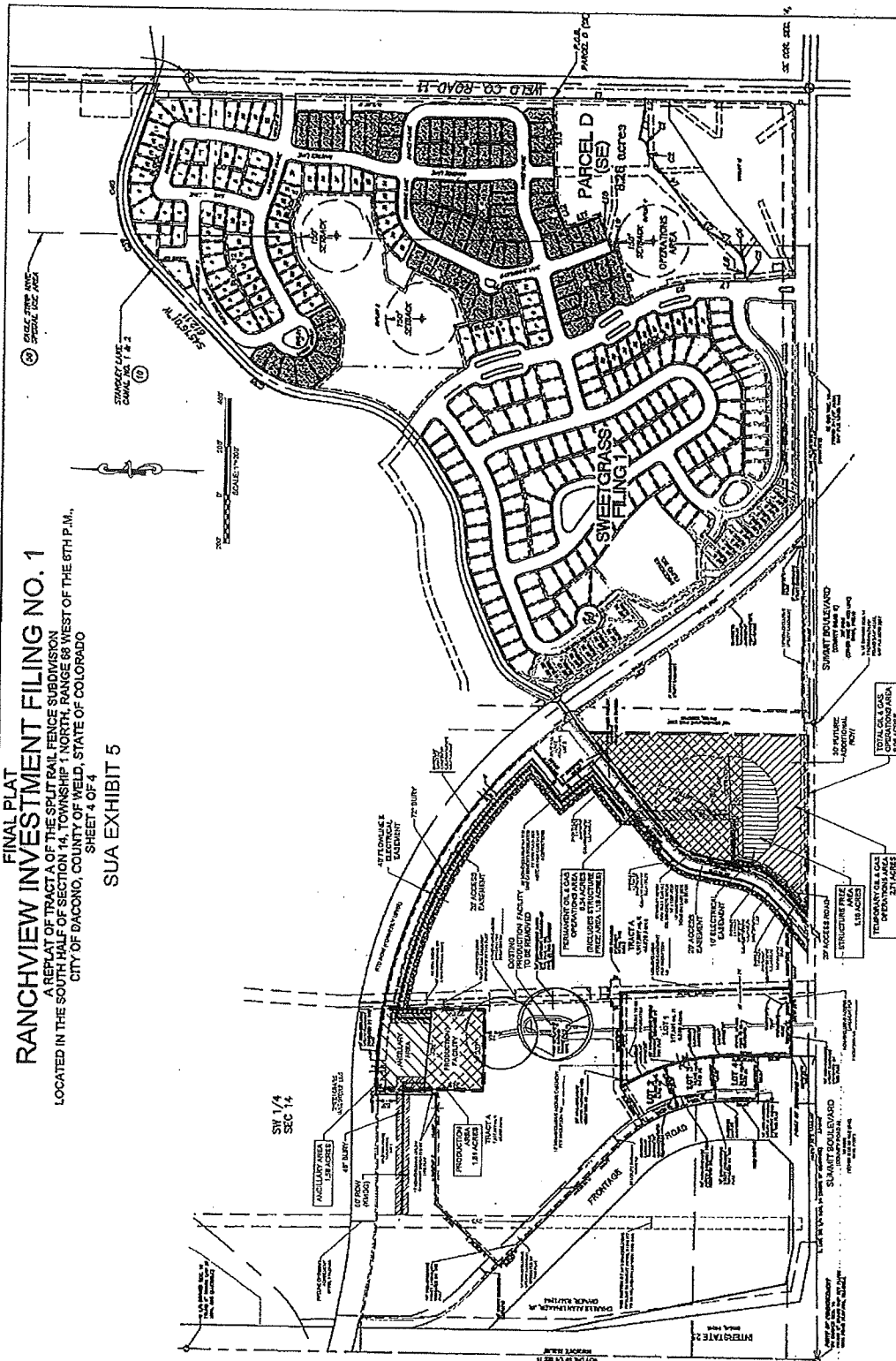
**Exhibit 5**  
**to**  
**Surface Use Agreement**  
**effective February 28, 2014**  
**among Anadarko E&P Onshore LLC, Anadarko Land Corp.,**  
**Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited**  
**purposes described herein) and Ranchview Investments Co., LLC and**  
**Dacono Capital LLC**

**See attached map consisting of one (1) page.**

# FINAL PLAT RANCHVIEW INVESTMENT FILING NO. 1

A REPLAT OF TRACT A OF THE SPLIT RAIL FENCE SUBDIVISION  
LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,  
CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO  
SHEET 4 OF 4

SUA EXHIBIT 5



## LEGEND

- FOUND SECTION CORNER, AS NOTED
- FOUND PIN & CAP, PLS. THEY (UNLESS OTHERWISE NOTED)
- FOUND PIN & CAP PLS. 1422
- FOUND 3-1/4" ALUM. CAP "TOST" PLS. 3473
- FOUND PIN & CAP PLS. 1245
- SET 3/4" - NO. 3 IRON & ALUMINUM CAP, PLS. 2040
- DELTA ANGLE
- CHORD BEARING
- CHORD LENGTH

SHEET 4 OF 4

PREPARED BY:

**EMK**

EMK CONSULTANTS, INC.  
ENGINEERS & SURVEYORS  
7000 SOUTH ALPINE AVENUE, SUITE 7  
DENVER, COLORADO 80231-3018  
(303) 755-1000